



CONTRACT
COPY

CITY OF MARGATE

BID NO. 2007-018 AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

BID BOND REQUIRED: NO

BID OPENING DATE: Thursday, June 14, 2007

BID OPENING TIME: 3:00 PM

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION PRIOR TO THE
DATE AND TIME SPECIFIED ABOVE**

TABLE OF CONTENTS

<u>PART I – GENERAL CONDITIONS</u>	PAGE NO.
BASIC DEFINITIONS	3 – 4
NOTICE INVITING BIDS	5
INSTRUCTIONS TO BIDDER	6 – 20
SPECIAL CONDITIONS	21 – 27
BID PROPOSAL FORM	28 – 29
SCHEDULE OF BID PRICES	30 – 58
OFFEROR’S QUALIFICATION STATEMENT	59 – 62
REFERENCE SHEET	63
NON-COLLUSION AFFIDAVIT	64
COMPLIANCE WITH OSHA	65
STATEMENT OF NO BID	66
DRUG FREE WORKPLACE FORM	67
SAMPLE CONTRACT	68 – 72
SAMPLE INSURANCE CERTIFICATE	Attachment A
LOCATIONS MAP	Attachment B

1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1. AGREEMENT – The written agreement between the CITY and CONTRACTOR covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the CONTRACTOR has entered into an Agreement and for whom the Work is to be provided.

1.1.4 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Contract.

1.1.5 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.6 DRAWINGS - The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.7 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the CONTRACTOR.

1.1.8 ARCHITECT - N.A.

1.1.9 FIELD ORDER – A written order issued by the CITY'S Representative or CITY which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.10 NOTICE TO PROCEED – A written notice given by the CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Bid Documents.

1.1.11 PROJECT – Is the total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.12 SPECIFICATIONS - Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.13 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.

1.1.14 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.15 WORK – Work is a result of performing services, specifically, including but not limited to construction, furnishing labor, soil borings, equipment and materials incorporated used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.16 WORK CHANGE DIRECTIVE – A written directive to CONTRACTOR issued on or after the effective date of the Agreement and signed by CITY and recommended by ARCHITECT OR CITY ordering an addition, deletion or revision in the WORK. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.17 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by CITY or CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be received in the Purchasing Division Office, Finance Department, 5790 Margate Boulevard, Margate, FL 33063 until 3:00 P.M., Thursday, June 14, 2007 for a completed project to provide all materials, labor, equipment and transportation to furnish and deliver Aggregates, Top soils & Sand to the City of Margate. All bids received will be read in the Commission Chambers of City Hall, address above. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidder to deliver their proposal to the Purchasing Division on or before the date and prior to the time specified.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. Bids must be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by “ **SEALED BID FOR AGGREGATES, TOP SOILS & SAND BID NO. 2007-018**” address where bid is to be delivered or mailed to, and the date of time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so may be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to : Mr. Gary Sessa, Roads Foreman at (954) 972-8126.

The city of Margate (CITY) reserves the right to waive informalities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Spencer L. Shambray, CPPB
Buyer I

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

- 1. DEFINED TERMS:** Terms used in these instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meaning assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to CITY, as distinct from a sub-bidder, who submits a Bid to a Bidder.
- 2. COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the CITY consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder’s experience as of recent date on the form entitled “**Reference Sheet**” herein. A “NO BID” for the WORK will be accepted from a contractor who does not hold a valid contractor’s license in the State and County where the WORK is to be performed (if required by State or County) applicable to the type of work bid upon at the time of opening bids.
- 3. DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the CITY believes that any Bidder is interested in more than one Bid for the WORK contemplated, all bids in which such Bidder is interested will be rejected. If the CITY believes that collusion exists among the Bidder’s, all bids will be rejected.
- 4. BIDDER’S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1** It is the responsibility of each Bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state and local Laws and Regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the Bidder’s observations with the Bid Documents, and,
 - (e) Notify the CITY OR THE CITY’S REPRESENTATIVE of all conflicts, errors, or discrepancies in the Bid Documents.
 - 4.2** The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of “Bidders Examination of Bid Documents and Site” contained herein, that without exception the Bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 5. INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the CITY OR THE CITY’S REPRESENTATIVE in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the CITY OR THE CITY’S REPRESENTATIVE

as having received the Bid Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS: (IF REQUIRED)** Each bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the CITY and shall be given as guarantee that the Bidder, if awarded the Bid will enter into an Agreement with the CITY, and shall furnish the necessary insurance certificates, Payment and Performance Bonds (**IF REQUIRED**), each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure by Bidder to enter into said Agreement, the check or bid bond shall be forfeited to the CITY. If the bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
7. **RETURN OF BID SECURITY:** Within 14 days after award of the Bid or Contract, the CITY will return the Bid securities accompanying such of the bids as are not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.
10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the Bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the CONTRACTOR shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the CONTRACTOR shall be bound by said correction.
11. **QUANTITIES OF WORK:** The quantities of work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the WORK; the CITY does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including and aggregate total amount not to exceed 25 percent of the Contract Price.
12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being

non-responsive. The completed bid forms shall be without interlineations, alterations or erasure in the printed text. Alternative bids will not be considered unless called for. Oral, telegraphic, telephonic, faxed or electronically transmitted bid or modifications will not be considered.

- 14. OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and out decision will be final in its best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model and carry the standard factory warranty.

- 15. AWARD OF BID:** Award of a bid, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the WORK is contained in more than one bidding schedule, the CITY may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City of Margate reserves the right to accept or reject any or all bids, parts of bids, waive informalities in any bid or to take any other action that is deemed to be in the best interest of the City.
- 16. EXECUTION OF AGREEMENT:** The Bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting CITY's purchase order and shall secure all insurance, and furnish all certificates and bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the CITY. Failure or refusal to enter into an agreement or accept CITY's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the CITY may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the contract) to execute the agreement, each such Bidder's bid security shall be likewise forfeited to the CITY.
- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor and equipment required in their proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his work. Before proceeding with work, Contractor will be solely responsible for accuracy of measurements and laying out of work; will correct errors or defects due to faulty measurements taken, information obtained, layout or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the CITY at once, indicating in their letter the specific regulation which

required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the contract at no further expense to the CITY.

- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** “A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”
- 20. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 21. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 22. TAXES:** The City of Margate is exempt from all Federal and State taxes. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required, to be paid by the CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.
- 23. STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the CITY conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Material Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act).

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the WORK and other persons who may be affected thereby; (2) the WORK and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage injury or loss.

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. CONTRACTOR shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

- 24. NO BID:** Refer to 'STATEMENT OF NO BID' form incorporated into the bid proposal document.
- 25. SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
- 26. CITY PERMITS:** The CONTRACTOR will be required to obtain all necessary permits from the City Engineering and /or Building Departments. City permit fees will be waived and should not be included in your bid proposal.
- 27. NOTICE TO PROCEED:** The CONTRACTOR shall commence work within **ten (10) calendar days after receipt** of Notice to Proceed or Purchase Order from the CITY unless otherwise stated
- 28. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation and expense of obtaining all insurance required. The City of Margate shall be **additional insured** as indicated on sample insurance certificate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the CONTRACTOR for this project shall provide insurance coverage as stated herein. CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.
- 29. IDENTICAL TIE BIDS:** Refer to Attachment - **Drug Free Workplace Program Form.**
- 30. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Margate employee is also a corporate officer, or employee of their business.

Indicate either "Yes" (a city employee is also associated with your business), or "No". If "Yes", give person(s) name(s) and position(s) with your business.

NO _____ YES _____ NAME & POSITION _____

(Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

31. FORCE MAJEURE: Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances has ceased to effect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order license, priority, seizure, requisition, or allocation, failure due to delay of transportation shortage of or inability to obtain supplies, equipment, fuel or labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

32. WARRANTIES:

Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.

33. LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court of Broward County, Florida. The parties agree to waive jury trial for all disputes.

34. CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

35. PRESENCE OF ASBESTOS MATERIALS: If in the course of work, the Contractor

encounters any existing materials which he suspects contain asbestos, the Contractor will stop work in that area immediately and notify the City.

36. INTENT: It is the intent of the Bid Documents to describe a functionally complete project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Bid Documents.

37. CONFLICT, ERROR OR DISCREPANCY: If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Bid Documents, CONTRACTOR shall so report to CITY or CITY'S REPRESENTATIVE in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CITY or CITY'S REPRESENTATIVE.

38: AMENDING AND SUPPLEMENTING BID DOCUMENTS:

The Bid Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A Change Order; or
2. A formal written amendment.
3. Work change directive.

39. REPRESENTATION OF CONTRACTOR: Execution of the Contract or acceptance of a purchase order by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the work is to be performed.

40. BEFORE COMMENCING OPERATIONS: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. CONTRACTOR shall promptly report in writing to CITY OR CITY'S REPRESENTATIVE any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CITY OR CITY'S REPRESENTATIVE before proceeding with any Work affected thereby.

41. CONTRACTOR SERVICES AND RESPONSIBILITIES

41.1 The Contractor shall assist the CITY or CITY'S Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

41.2 Materials: Unless otherwise specified herein, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Bid Documents.

41.3 The Contractor shall keep the CITY and CITY'S Representative (if applicable) informed of the progress and quality of the Work.

41.4 If requested in writing by the CITY, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the ARCHITECT (If applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both CITY and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct and shall be given such weight as the arbitrator(s) or the court shall determine.

41.5 The Contractor shall correct WORK which does not conform to the Bid Documents.

41.6 CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Bid Documents are observed by CONTRACTOR to be at variance therewith.

41.7 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the CITY. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the CITY.

41.8 The Contractor shall be responsible to the CITY for acts and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform a portion of the Work, including their agents and employees.

41.9 The Contractor shall prepare Change Orders for the CITY or CITY REPRESENTATIVE'S approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the CITY OR CITY'S REPRESENTATIVE in writing, of minor changes in the design and construction.

41.10 The Contractor shall notify the CITY OR CITY'S REPRESENTATIVE when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Contractor shall complete items listed therein.

41.11 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Bid Documents.

41.12 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR'S employees, Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR. Nothing in the Bid Documents shall create any Contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of CITY.

41.13 CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that all CITY OF MARGATE permit and inspection fees related to this Contract shall be waived.

42. RISK OF LOSS; TITLE:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

43. ACCESS TO WORK: CONTRACTOR shall provide CITY, CITY'S consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith.

44. INDEMNIFICATION: The Contractor agrees to indemnify, defend, save, and hold harmless the City, its officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

- 45. SURVIVAL OF OBLIGATIONS:** All representations, indemnification, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.
- 46. CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by CITY or CITY'S REPRESENTATIVE, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY OR CITY'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of Architects, attorneys and other professionals) made necessary thereby.
- 47. PAYMENT TO CONTRACTOR:** Providing all work has been completed and accepted by the CITY within thirty (30) days of the CITY's receipt of a properly submitted and correct Application for Payment or Final Invoice, the CITY shall make payment to the Contractor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the CITY either by incorporation in construction or upon receipt of payment by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the CONTRACTOR, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

- 48. PAYMENT TO SUBCONTRACTORS:** The CITY shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the CONTRACTOR except as may otherwise be required by law.
- 49. CITY'S Right to Withhold Payment:** The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: Defective work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR, failure of the CONTRACTOR to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the CONTRACTOR, reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the work will not be completed within the contract time or failure to carry out the work in accordance with the Bid Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

50. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

51. CHANGES IN THE WORK

51.1 CITY, without invalidating an Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

51.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change Orders for this project, increase the cost of the work to CITY or which extend the time for completion, must be formally authorized and approved by the CITY'S Commission prior to their issuance and before work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the work to the City not in excess of ten percent (10%) or \$25,000.00 (whichever is lesser) may be approved by signed approval of the City Manager of the City of Margate.

No claim against CITY for extra work in furtherance of such change order shall be allowed unless prior approval has been obtained.

51.3 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to CITY OR CITY'S REPRESENTATIVE not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

52. CONCEALED CONDITIONS: By execution of this agreement, CONTRACTOR has satisfied itself as to all conditions necessary to fulfill this contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

53. CORRECTION PERIOD: CONTRACTOR warrants all material and workmanship for a minimum of one (1) year from date of acceptance by the CITY. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to

CITY and in accordance with CITY'S written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with work that is not defective and satisfactorily correct and remove and replace any damage to other work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of ARCHITECTS, ENGINEERS, attorneys and other professionals) will be paid by CONTRACTOR.

53.1 Where defective Work (and damage to other work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

54. WORK BY CITY OR CITY'S CONTRACTORS:

54.1 The CITY reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the CITY, the CONTRACTOR shall make such claims to the CITY OR CITY'S REPRESENTATIVE in writing.

54.2 The CONTRACTOR shall afford the CITY's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The CONTRACTOR shall incorporate and coordinate the CONTRACTOR's Work with work of the CITY's separate contractors as required by the Bid Documents.

54.3 Costs caused by defective or ill-timed work shall be borne by the party responsible.

55. CLAIMS FOR DAMAGES: Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

56. SUCCESSORS AND ASSIGNS

56.1 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the CITY or CONTRACTOR. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

57. TERMINATION FOR CONVENIENCE OF CITY: Upon seven (7) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to

CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminated all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

58. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:

Whenever the cost of any Work is to be determined CONTRACTOR will submit in form acceptable to CITY OR CITY'S REPRESENTATIVE an itemized cost breakdown together with supporting data. Whenever a change in the work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown.

59. COMPUTATION OF TIME: When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

60. CONTRACTOR INDEPENDENT: CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

61. RIGHT TO AUDIT: CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

62. VALIDITY OF CONTRACT: Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

63. WAIVER OF JURY TRIAL: CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE

CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

- 64. OTHER GOVERNMENTAL AGENCIES:** If CONTRACTOR is awarded a contract as a result of this bid proposal, CONTRACTOR will, if they have sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB Delivered to the requesting agency.
- 65. DISPUTES:** NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.
- 66. SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.
- 67. TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
- 68. DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.
All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County and City ordinances. In addition Contractor's employees shall be uniformly dressed i.e., T-Shirt with name and/or Logo, caps, etc.
- 69. MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
- 70. EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, etc.) where rescue, fire and police vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended city personnel must be notified and the driver must state where they will be at all times.

- 71. ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
- 72. CONTRACT RENEWAL:** The City of Margate hereby bids a (1) year contract for services or supplies (unless otherwise stipulated in the bid proposal). In addition, the City of Margate reserves the right to extend contracts for an additional one (1) or two (2) years providing both parties agree, that all terms and conditions remain the same and the extension is approved by the City Commission or City Administration and providing for availability of funding.
- 73. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

SPECIAL CONDITIONS

A. PRODUCT STANDARDS

ALL AGGREGATES, TOP SOILS AND SANDS MUST MEET THE FOLLOWING MINIMUM STANDARDS:

The specifications for this bid call for furnishing and delivering Aggregates to various locations within Broward and Palm Beach Counties as requested by the City of Margate and/or Co-op members.

Limerock shall be in accordance with State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section Number 911 (latest edition).

All materials must be as per the following specifications:

1. AGGREGATES

1.1 ROAD ROCK - CRUSHED LIMEROCK - MIAMI OOLITE FORMATION

This Limerock shall be obtained from pits from which all over-burden has been removed previous to blasting. It shall show no tendency to air slake or undergo chemical change under exposure to weather. For purposes of geological destination, all Limerock mined below the 28th degree parallel of latitude in the State of Florida shall be considered only under the classifications of Limerock-Miami Oolite Formation and shall be tested to meet the following chemical requirements:

Carbonates of Calcium and Magnesium Minimum 60.0

OR: LBR exceeding 150

Organic Matter Maximum 0.5

Any constituents other than the above shall be silica or inert material. The material shall be non-plastic. The material shall be uniform in quality and shall not contain hard or flinty pieces in sufficient quantity to prevent proper bonding or to prevent securing a smooth surface free from pits and pockets. The material shall be fragmented or broken up to such a size that not less than ninety-seven (97%) percent will pass a 3-1/3 inch sieve, and it shall be graded uniformly down to dust. All fine material shall consist entirely of dust of fracture. The fragmenting or breaking up shall be done in the pit or elsewhere, to be loaded bidders' trucks, provided the specified gradation requirements are obtained. Material having a LBR in excess of 150 may be considered for base material. No calcium test will be required for this type of base material.

1.2 THREE-QUARTER INCH WASHED ROCK

Quality - same specification as Item No. 1 (Road Rock – Crushed Limerock).

Size – Rock that will pass three-quarter inch screen and be retained on next smaller size screen.

SPECIAL CONDITIONS
(Continued)

PRODUCT STANDARDS

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

1.3 FILL MATERIAL

Fill material shall be suitable material containing no muck, quicksand, organic matter or other material that will prevent the solid formation of a suitable and enduring roadbed or embankment structure.

1.4 STABILIZING MATERIAL

Stabilizing material shall be either reasonable uniform gradations of durable rock which will be blended and mixed with the natural fine material already in place, or a proper blend of fine and coarse materials which may be placed to form a stabilized course. The material shall be, in the opinion of the County capable of being stabilized to a bearing value of not less than the maximum demands of normal roadway use after a reasonable amount of blading, watering and compacting.

1.5 CONCRETE SCREENING

Crushed Limerock and natural sand, course grade. Sieve Size #4 screening to be no larger than .187 of an inch.

1.6 CRUSHED LIMEROCK - MIAMI OOLITE FORMATION – 70%

This Limerock shall be obtained from pits from which all overburden has been removed previous to blasting. It shall show no tendency to air slake or undergo chemical change under exposure to weather. For purposes of geological designation, all Limerock mined below the 28th degree parallel of latitude in the State of Florida shall be considered only under the classifications of Limerock- Miami Oolite Formation.

Limerock shall be in conformance with State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction Section No. 911 (latest edition) and following requirements.

The minimum percentage of carbonates of calcium and magnesium in the Limerock material shall be 70. The maximum percentage of water-sensitive clay mineral shall be 3. The maximum percentage of organic matter shall be 0.5.

Any constituents other than the above shall be silica or inert material. The material shall be non-plastic. The material shall be uniform in quality and shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets detrimental to the proper bonding, finishing or strength of Limerock base.

SPECIAL CONDITIONS
(Continued)

PRODUCT STANDARDS

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

- 1.6 **CRUSHED LIMEROCK - MIAMI OOLITE FORMATION – 70%** (Continued)
At least ninety-seven (97%) percent (by weight) of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust fracture.
- The fragmenting or breaking up shall be done in the pit or elsewhere, prior to being loaded on bidder's truck, provided at the specified gradation requirements are obtained.
- 1.7 **PEA ROCK**
As per FDOT specifications 901-1.1 through 901-1.4 for course aggregate. Rock size #89 unless otherwise specified at the time order is placed.
- 1.8 **RICE ROCK**
As per FDOT material code #C9 for coarse aggregate. Rock size #9 unless otherwise specified at the time order is placed.
- 1.9 **#57 ROCK**
As per FDOT code #10 for coarse aggregate. ASTM of Florida grade 57.

2. TOP SOIL MIXES

Top soil Mix shall be Golf Course Greens Mixes as listed herein and meeting United States Golf Association (USGA) specifications as follows: All material delivered shall be Ortona Sand processed, machine blended and screened as follows:

- 2.1 Less than 10% total very fine sand, slit and clay (under .15mm);
- 2.2 Less than 10% total very coarse (less than 3% gravel, 1mm to 3.4mm);
- 2.3 Minimum 60% total coarse and medium (.25mm to 1mm);
- 2.4 Less than 20% total fine (.15mm to .25mm);
- 2.5 Compressed Sphagnum Peat, Canadian

3. NON-STERILE BLENDS - THE FOLLOWING BLENDS/MIXES NON-STERILE, SHALL BE REQUIRED:

- 3.1 **90/10 TOP SOIL MATERIAL - NON-STERILE**
90% Ortona Sand
10% Canadian Compressed Sphagnum Peat
Machine blended and screened, as requested

SPECIAL CONDITIONS
(Continued)

PRODUCT STANDARDS

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

3. NON-STERILE BLENDS - THE FOLLOWING BLENDS/MIXES NON-STERILE, SHALL BE REQUIRED:
(Continued)

3.2 80/20 TOP SOIL MATERIAL - NON-STERILE

80% Ortona Sand
20% Canadian Compressed Sphagnum Peat
Machine blended and screened, as requested

3.3 70/30 TOP SOIL MATERIAL - NON-STERILE

70/30 Mix, seventy percent (70%) of mixture to be silica trap sand, grit size 32-65 range, of which ninety-eight (98%) is pure silica, thirty percent (30%) of the mixture to be Florida peat. The entire mixture to be passed through a ¼ inch screen after passing mulcher. The PH of mixture is not-to-exceed seven (7).

3.4 50/50 TOP SOIL MATERIAL - NON-STERILE

Product shall be intergrated soil consisting of sandy loam. Ground wood and compost. Free from rocks, large sticks, biosolids (sewage sludge) and other deleterious organics. Use rate is a minimum of 4" depth. Chemical properties shall be 1% to 2% nitrogen, 6.5 to 7.5 PH and 2.0 to 4.0 ECE.

3.5 100% TOP DRESSING - NON-STERILE

100% Ortona Sand
Screened, as requested

4. SANDS

4.1 ORTONA SAND - TOUR GRADE NON-STERILE

100% Ortona Sand
Screened thru a sieve size of 180-200

4.2 FLORIDA LAWN SAND

One hundred percent (100%) Florida Lawn Sand – number thirty (30) sieve size (sixty-nine percent (69%) passing thru or not more than thirty percent (30%) retained) of which ninety-eight (98%) is pure silica.

4.3 MASON SAND

Sand shall be clean, durable particles, free from injurious amounts of organic matter. The sand shall conform to the limits of ASTM C144. Sand for grout shall conform to ASTM C144 or C33.

4.4 TRAP SAND #70

Clean and free from debris, suitable for playground use.

SPECIAL CONDITIONS
(Continued)

PRODUCT STANDARDS

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

5. THE FOLLOWING BLENDS/MIXES, STERILIZED, SHALL BE REQUIRED:

5.1 0/10 TOP SOIL MATERIAL - STERILIZED

90% Ortona Sand
10% Canadian Compressed Sphagnum Peat
Machine blended and screened, as requested

5.2 80/20 TOP SOIL - STERILIZED

80% Ortona Sand
20% Canadian Compressed Sphagnum Peat
Machine blended and screened, as requested.

5.3 70/30 TOP SOIL - STERILIZED

70/30 mix, seventy percent (70%) of mixture to be silica trap sand, grit size 32-65 range, of which ninety-eight (98%) is pure silica, thirty percent (30%) of the mixture to be Florida Peak. The entire mixture to be passed through a ¼ inch screen after passing mulcher. The PH of mixture is not-to-exceed seven (7).

5.4 NURSERY MIX - STERILIZED

Thirty-five percent (35%) native peat
Thirty-five percent (35%) cypress sawdust
Twenty percent (20%) top soil
Ten percent (10%) orton soil

5.5 EXOTIC MIX - STERILIZED - SOILLESS POTTING MIX

Thirty-five percent (35%) cypress sawdust
Thirty-five percent (35%) native peat
Thirty percent (30%) aerlite/pearlite

SPECIAL CONDITIONS
(Continued)

PRODUCT STANDARDS

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

6.0 TRANSPORTATION

- 6.1 All vehicles must have valid and current registration, Department of Highway Safety and Motor Vehicle Fuel Decal, if applicable, be of the correct sized and weight, and be in safe working order. All markings and tags must be clearly visible.
- 6.2 The Contractor and his subcontractor must be familiar with all applicable Federal, State, County, City and local laws, regulations or codes and be governed accordingly, as they will apply to this contract and the actions or operations of those engaged in the work or concerning materials.
- 6.3 Weight tickets must be presented and approved by the Project Manager at the time of delivery. All aggregate weight tickets must be computerized and all weight tickets for soil mixes should be computerized. No handwritten tickets will be accepted. No weight tickets will be accepted after actual delivery. Broken loads will not be accepted. Decision of the Project Manager on site is final.
- 6.4 All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor and not an employee or agent of any participating agency. Participating agencies may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise questionable.
- 6.5 If, during the contract period, the price of fuel is increased 10% over the price of fuel in effect at the time the Contractor submitted his bid, the Contractor may request a price increase equal to the overall cost increase he has experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted in writing to the Purchasing Manager of the City of Margate at least fifteen (15) days prior to the effective date.

The written request must be accompanied by documentation supporting the Contractor's claim of a need for a price increase. Documentation must include the price of fuel at his normal source/point of supply at the time the bid was submitted, the current price of fuel at this same normal source/point of supply, and the percentage of his delivered product/service cost that is attributable to fuel costs. In addition, the Contractor must provide a letter from his normal supplier verifying the information provided on the bid sheet.

In the event the City does not accept the price revision request, written notice will be sent to the Contractor by the Purchasing Manager and the contract will be deemed terminated as of the close of business thirty (30) days from the date of the notice. In the event of a price increase approval, the new price(s) shall apply only to orders placed after the date of written acceptance by the City. Any orders placed prior to the effective date of the increase, but not invoiced, will be invoiced at the prices in effect at the time the order was placed.

If, during the contract period, the cost of a fuel is decreased by 10% below the price of fuel in effect at the time the Contractor submitted the bid, the Contractor is required to extend to the City a price decrease equal to the overall price decrease he has experienced in his product/service as a direct result of the fuel price decrease. The data and procedure

applicable for a price increase will be used for a price decrease. The City will give the Contractor fourteen (14) days written notice of the date a price decrease is to go into effect.

6.6 No bid bond is required for this bid.

6.7 Bidders are not required to bid on all items in a particular zone in order to be considered responsive.

Remainder of This Page Left Blank Intentionally

BID PROPOSAL FORM BID NO.

**BID TO: CITY COMMISSION
CITY OF MARGATE**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

INSERT PROJECT NAME

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The Bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number		Date	
	_____		_____
	_____		_____
	_____		_____

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

Name of Firm: _____

ADDRESS: _____

NAME OF SIGNER _____
(Print or Type)

TITLE OF SIGNER _____

SIGNATURE: _____ **DATE:** _____

TELEPHONE NO.: _____ **FACSIMILE NO.** _____

BID NO. 2007-018

SCHEDULE OF BID PRICES – BID NO. 2007-018

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

Zone One - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike West to Sawgrass Expressway. See Attachment "B". Estimated quantities include requirements for Margate, Boca Raton, Coral Springs, Tamarac and Coconut Creek.

GROUP 1A (ITEMS 1 THRU 9), AGGREGATES

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED	PRICE PER TON	TOTAL
1.	4,280 Tons	Road Rock – Crushed Limerock as per Attached Special specifications		\$_____/TON	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON			
2.	1875 Tons	Three-quarter inch Wash Rock as per Attached Special specifications		\$_____/ton	\$_____
3.	50 Tons	Fill as per Attached Special specifications		\$_____/ton	\$_____
4.	50 Tons	Stabilizer Material as per Attached Special specifications		\$_____/ton	\$_____
5.	50 Tons	Concrete Screenings as per Attached Special specifications		\$_____/ton	\$_____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone One - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike West to Sawgrass Expressway. See Attachment "B". Estimated quantities include requirements for Margate, Boca Raton, Coral Springs, Tamarac and Coconut Creek.

GROUP 1A (ITEMS 1 THRU 9), AGGREGATES (Continued)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE PER TON	TOTAL
6.	120 Tons	Crushed Limerock 70%. as per Attached Special specifications	\$_____/TON	\$_____
7.	450 Tons	Pea Rock as per Attached Special specifications	\$_____/ton	\$_____
8.	50 Tons	Rice Rock as per Attached Special specifications	\$_____/ton	\$_____
9.	50 Tons	#57 Rock as per Attached Special specifications	\$_____/ton	\$_____
TOTAL GROUP 1A (ITEMS 1 - 9)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone One - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike West to Sawgrass Expressway. See Attachment "B". Estimated quantities include requirements for Margate, Boca Raton, Coral Springs, Tamarac and Coconut Creek.

GROUP 1B (ITEMS 10 THRU 18), TOP SOILS – NON-STERILE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
10.	20 cu. yd.	Top Soil Mix 90/10 as per Attached Special specifications	\$_____/CU. YD.	\$_____
11.	120 cu. yd.	Top Soil Mix 80/20 as per Attached Special specifications	\$_____/cu. yd.	\$_____
12.	550 cu. yd.	Top Soil Mix 70/30 as per Attached Special specifications	\$_____/cu. yd.	\$_____
13.	20 cu. yd.	Top Soil Mix 50/50 as per Attached Special specifications	\$_____/cu. yd.	\$_____
14.	300 cu. yd.	Top Soil Mix 100% as per Attached Special specifications	\$_____/cu. yd.	\$_____
15.	870 cu. yd.	Ortona Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
16.	1,900 cu. yd.	Florida Lawn Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
17.	850 Tons	Mason Sand as per Attached Special specifications	\$_____/ton	\$_____
18.	1600 Tons	Trap Sand #70 as per Attached Special specifications	\$_____/ton	\$_____
TOTAL GROUP 1B (ITEMS 10 - 18)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone One - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike West to Sawgrass Expressway. See Attachment "B". Estimated quantities include requirements for Margate, Boca Raton, Coral Springs, Tamarac and Coconut Creek.

GROUP 1C (ITEMS 19 THRU 23), TOP SOILS – STERILIZED

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
19.	20 cu. yd.	Top Soil Material 90/10 sterilized as per Attached Special specifications	\$ _____/CU. YD.	\$ _____
20.	20 cu. yd.	Top Soil Mix 80/20 sterilized as per Attached Special specifications	\$ _____/cu. yd.	\$ _____
21.	500 cu. yd.	Top Soil 70/30 sterilized as per Attached Special specifications	\$ _____/cu. yd.	\$ _____
22.	500 cu. yd.	Nursery Mix sterilized as per Attached Special specifications	\$ _____/cu. yd.	\$ _____
23.	20 cu. yd.	Exotic Mix sterilized as per Attached Special specifications	\$ _____/cu. yd.	\$ _____

TOTAL GROUP 1C (ITEMS 19 - 23)

\$ _____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed fourteen (14) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Two - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike East to State Road A1A, (Atlantic Ocean). See Attachment "B". Estimated quantities include requirements for Deerfield Beach and Pompano Beach.

GROUP 2A (ITEMS 24 THRU 31), AGGREGATES

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE PER TON	TOTAL
24.	3300 Tons	Road Rock - Crushed Limerock as per Attached Special specifications	\$_____/TON	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON		
25.	300 Tons	Three-quarter inch Wash Rock as per Attached Special specifications	\$_____/ton	\$_____
26.	20 Tons	Fill as per Attached Special specifications	\$_____/ton	\$_____
27.	20 Tons	Stabilizer Material as per Attached Special specifications	\$_____/ton	\$_____
28.	20 Tons	Concrete Screenings as per Attached Special specifications	\$_____/ton	\$_____
29.	1000 Tons	Crushed Limerock 70% as per Attached Special specifications	\$_____/ton	\$_____
30.	20 Tons	Pea Rock as per Attached Special specifications	\$_____/ton	\$_____
31.	300 Tons	Rice Rock as per Attached Special specifications	\$_____/ton	\$_____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Two - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike East to State Road A1A, (Atlantic Ocean). See Attachment "B". Estimated quantities include requirements for Deerfield Beach and Pompano Beach.

GROUP 2A (ITEM 32), AGGREGATES

32.	50 Tons	#57 Rock as per Attached Special specifications	\$ _____/ton	\$ _____
-----	---------	--	--------------	----------

TOTAL GROUP 2A (ITEMS 24 - 32) \$ _____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Two - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike East to State Road A1A, (Atlantic Ocean). See Attachment "B". Estimated quantities include requirements for Deerfield Beach and Pompano Beach.

GROUP 2B (ITEMS 33 THRU 41), TOP SOILS – NON-STERILE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
33.	20 cu. yd.	Top Soil Mix 90/10 as per Attached Special specifications	\$_____/CU. YD.	\$_____
34.	20 cu. yd.	Top Soil Mix 80/20 as per Attached Special specifications	\$_____/cu. yd.	\$_____
35.	20 cu. yd.	Top Soil 70/30 Fill as per Attached Special specifications	\$_____/cu. yd.	\$_____
36.	20 cu. yd.	Top Soil Mix 50/50 as per Attached Special specifications	\$_____/cu. yd.	\$_____
37.	20 cu. yd.	Top Soil Mix 100% as per Attached Special specifications	\$_____/cu. yd.	\$_____
38.	50 cu. yd.	Ortona Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
39.	450 cu. yd.	Florida Lawn Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
40.	350 Tons	Mason Sand as per Attached Special specifications	\$_____/ton	\$_____
41.	50 Tons	Trap Sand #70 as per Attached Special specifications	\$_____/ton	\$_____
TOTAL GROUP 2B (ITEMS 33 - 41)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Two - Palm Beach County Line South to include Commercial Boulevard, Florida Turnpike East to State Road A1A, (Atlantic Ocean). See Attachment "B". Estimated quantities include requirements for Deerfield Beach and Pompano Beach.

GROUP 2C (ITEMS 42 THRU 46), TOP SOILS – STERILIZED

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
42.	30 cu. yd.	Top Soil Material 90/10 sterilized as per Attached Special specifications	\$_____/CU. YD.	\$_____
43.	20 cu. yd.	Top Soil Mix 80/20 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
44.	150 cu. yd.	Top Soil 70/30 sterilized Fill as per Attached Special specifications	\$_____/cu. yd.	\$_____
45.	100 cu. yd.	Nursery Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
46.	20 cu. yd.	Exotic Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____

TOTAL GROUP 2C (ITEMS 42 - 46)

\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed fourteen (14) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Three - Commercial Boulevard South to include Griffin Road. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Davie, Plantation and Sunrise.

GROUP 3A (ITEMS 47 THRU 54), AGGREGATES

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE PER TON	TOTAL
47.	900 Tons	Road Rock – Crushed Limerock as per Attached Special specifications	\$_____/TON	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON		
48.	900 Tons	Three-Quarter Inch Wash Rock as per Attached Special specifications	\$_____/ton	\$_____
49.	100 Tons	Fill as per Attached Special specifications	\$_____/ton	\$_____
50.	20 Tons	Stabilizer Material as per Attached Special specifications	\$_____/ton	\$_____
51.	140 Tons	Concrete Screenings as per Attached Special specifications	\$_____/ton	\$_____
52.	1600 Tons	Crushed Limerock 70% as per Attached Special specifications	\$_____/ton	\$_____
53.	50 Tons	Pea Rock as per Attached Special specifications	\$_____/ton	\$_____
54.	50 Tons	Rice Rock as per Attached Special specifications	\$_____/ton	\$_____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Three - Commercial Boulevard South to include Griffin Road. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Davie, Plantation and Sunrise.

GROUP 3A (ITEM 55), AGGREGATES

55.	50 Tons	#57 Rock as per Attached Special specifications	\$ _____/ton	\$ _____
-----	---------	--	--------------	----------

TOTAL GROUP 3A (ITEMS 47 - 55) \$ _____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Three - Commercial Boulevard South to include Griffin Road. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Davie, Plantation and Sunrise.

GROUP 3B (ITEMS 56 THRU 64), TOP SOILS NON-STERILE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
56.	250 cu. yd.	Top Soil Mix 90/10 as per Attached Special specifications	\$_____/CU. YD.	\$_____
57.	250 cu. yd.	Top Soil Mix 80/20 as per Attached Special specifications	\$_____/cu. yd.	\$_____
58.	200 cu. yd.	Top Soil 70/30 as per Attached Special specifications	\$_____/cu. yd.	\$_____
59.	20 cu. yd.	Top Soil Mix 50/50 as per Attached Special specifications	\$_____/cu. yd.	\$_____
60.	50 cu. yd.	Top Soil Mix 100% as per Attached Special specifications	\$_____/cu. yd.	\$_____
61.	20 cu. yd.	Ortona Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
62.	120 cu. yd.	Florida Lawn Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
63.	120 Tons	Mason Sand as per Attached Special specifications	\$_____/ton	\$_____
64.	240 Tons	Trap Sand #70 as per Attached Special specifications	\$_____/ton	\$_____

TOTAL GROUP 3B (ITEMS 56 - 64)

\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Three - Commercial Boulevard South to include Griffin Road. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Davie, Plantation and Sunrise.

GROUP 3C (ITEMS 65 THRU 69), TOP SOILS – STERILIZED

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
65.	20 cu. yd.	Top Soil Material 90/10 sterilized as per Attached Special specifications	\$_____/CU. YD.	\$_____
66.	100 cu. yd.	Top Soil Mix 80/20 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
67.	100 cu. yd.	Top Soil 70/30 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
68.	20 cu. yd.	Nursery Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
69.	20 cu. yd.	Exotic Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____

TOTAL GROUP 3C (ITEMS 65 - 69)

\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed fourteen (14) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Four - Commercial Boulevard South to include Griffin Road. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Lauderhill, Lauderdale Lakes and Fort Lauderdale.

GROUP 4A (ITEMS 70 THRU 77), AGGREGATES

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE PER TON	TOTAL
70.	9,000 Tons	Road Rock – Crushed Limerock as per Attached Special specifications	\$_____/TON	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON		
71.	20 Tons	Three-Quarter Inch Wash Rock as per Attached Special specifications	\$_____/ton	\$_____
72.	20 Tons	Fill as per Attached Special specifications	\$_____/ton	\$_____
73.	20 Tons	Stabilizer Material as per Attached Special specifications	\$_____/ton	\$_____
74.	20 Tons	Concrete Screenings as per Attached Special specifications	\$_____/ton	\$_____
75.	20 Tons	Crushed Limerock 70% as per Attached Special specifications	\$_____/ton	\$_____
76.	20 Tons	Pea Rock as per Attached Special specifications	\$_____/ton	\$_____
77.	20 Tons	Rice Rock as per Attached Special specifications	\$_____/ton	\$_____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Four - Commercial Boulevard South to include Griffin Road. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Lauderhill, and Fort Lauderdale.

GROUP 4A (ITEM 78), AGGREGATES

78.	20 Tons	#57 Rock as per Attached Special specifications	\$_____/ton	\$_____
-----	---------	--	-------------	---------

TOTAL GROUP 4A (ITEMS 70 - 78) \$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Four - Commercial Boulevard South to include Griffin Road. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Lauderhill, and Fort Lauderdale.

GROUP 4B (ITEMS 79 THRU 87), TOP SOILS – NON-STERILE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
79.	20 cu. yd.	Top Soil Mix 90/10 as per Attached Special specifications	\$_____/CU. YD.	\$_____
80.	20 cu. yd.	Top Soil Mix 80/20 as per Attached Special specifications	\$_____/cu. yd.	\$_____
81.	300 cu. yd.	Top Soil 70/30 as per Attached Special specifications	\$_____/cu. yd.	\$_____
82.	20 cu. yd.	Top Soil Mix 50/50 as per Attached Special specifications	\$_____/cu. yd.	\$_____
83.	20 cu. yd.	Top Soil Mix 100% as per Attached Special specifications	\$_____/cu. yd.	\$_____
84.	3,000 cu. yd.	Ortona Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
85.	500 cu. yd.	Florida Lawn Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
86.	20 Tons	Mason Sand as per Attached Special specifications	\$_____/ton	\$_____
87.	20 Tons	Trap Sand #70 as per Attached Special specifications	\$_____/ton	\$_____
TOTAL GROUP 4B (ITEMS 79 - 87)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Four - Commercial Boulevard South to include Griffin Road. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Lauderhill, and Fort Lauderdale.

GROUP 4C (ITEMS 88 THRU 92), TOP SOILS – STERILIZED

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
88.	20 cu. yd.	Top Soil Material 90/10 sterilized as per Attached Special specifications	\$_____/CU. YD.	\$_____
89.	2,500 cu. yd.	Top Soil 80/20 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
90.	25 cu. yd.	Top Soil Mix 70/30 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
91.	25 cu. yd.	Nursery Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
92.	25 cu. yd.	Exotic Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
TOTAL GROUP 4C (ITEMS 80 - 92)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed fourteen (14) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Five - Griffin Road South to Dade County Line. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Cooper City, Pembroke Pines and Miramar.

GROUP 5A (ITEMS 93 THRU 100), AGGREGATES

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE PER TON	TOTAL
93.	1050 Tons	Road Rock – Crushed Limerock as per Attached Special specifications	\$_____/TON	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON		
94.	1025 Tons	Three-Quarter Inch Wash Rock as per Attached Special specifications	\$_____/ton	\$_____
95.	50 Tons	Fill as per Attached Special specifications	\$_____/ton	\$_____
96.	300 Tons	Stabilizer Material as per Attached Special specifications	\$_____/ton	\$_____
97.	550 Tons	Concrete Screenings as per Attached Special specifications	\$_____/ton	\$_____
98.	50 Tons	Crushed Limerock 70% as per Attached Special specifications	\$_____/ton	\$_____
99.	325 Tons	Pea Rock as per Attached Special specifications	\$_____/ton	\$_____
100.	50 Tons	Rice Rock as per Attached Special specifications	\$_____/ton	\$_____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Five - Griffin Road South to Dade County Line. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Cooper City, Pembroke Pines and Miramar.

GROUP 5A (ITEM 101), AGGREGATES

101.	50 Tons	#57 Rock as per Attached Special specifications	\$_____/ton	\$_____
------	---------	--	-------------	---------

TOTAL GROUP 5A (ITEMS 93 - 101) \$ _____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Five - Griffin Road South to Dade County Line. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Cooper City, Pembroke Pines and Miramar.

GROUP 5B (ITEMS 102 THRU 110), TOP SOILS - NON-STERILE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
102.	20 cu. yd.	Top Soil Mix 90/10 AS PER ATTACHED SPECIAL SPECIFICATIONS	\$_____/CU. YD.	\$_____
103.	20 cu. yd.	Top Soil Mix 80/20 as per Attached Special specifications	\$_____/cu. yd.	\$_____
104.	20 cu. yd.	Top Soil 70/30 as per Attached Special specifications	\$_____/cu. yd.	\$_____
105.	25 cu. yd.	Top Soil Mix 50/50 as per Attached Special specifications	\$_____/cu. yd.	\$_____
106.	20 cu. yd.	Top Soil Mix 100% as per Attached Special specifications	\$_____/cu. yd.	\$_____
107.	20 cu. yd.	Ortona Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
108.	500 cu. yd.	Florida Lawn Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
109.	20 Tons	Mason Sand as per Attached Special specifications	\$_____/ton	\$_____
110.	3,000 Tons	Trap Sand #70 as per Attached Special specifications	\$_____/ton	\$_____
TOTAL GROUP 5B (ITEMS 102 - 110)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Five - Griffin Road South to Dade County Line. Florida Turnpike West to US 27. See Attachment "B". Estimated quantities include requirements for Cooper City, Pembroke Pines and Miramar.

GROUP 5C (ITEMS 111 THRU 115), TOP SOILS – STERILIZED

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
111.	20 cu. yd.	Top Soil Material 90/10 sterilized as per Attached Special specifications	\$_____/CU. YD.	\$_____
112.	200 cu. yd.	Top Soil Mix 80/20 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
113.	20 cu. yd.	Top Soil 70/30 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
114.	20 cu. yd.	Nursery Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
115.	20 cu. yd.	Exotic Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
TOTAL GROUP 5C (ITEMS 111 - 115)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed fourteen (14) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Six - Griffin Road South to Dade County Line. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Hollywood, Dania Beach and Hallandale Beach.

GROUP 6A (ITEMS 116 THRU 123), AGGREGATES

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE PER TON	TOTAL
116.	550 Tons	Road Rock – Crushed Limerock as per Attached Special specifications	\$_____/TON	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON		
117.	1,150 Tons	Three-Quarter Inch Wash Rock as per Attached Special specifications	\$_____/ton	\$_____
118.	300 Tons	Fill as per Attached Special specifications	\$_____/ton	\$_____
119.	200 Tons	Stabilizer Material as per Attached Special specifications	\$_____/ton	\$_____
120.	25 Tons	Concrete Screenings as per Attached Special specifications	\$_____/ton	\$_____
121.	1,950 Tons	Crushed Limerock 70% as per Attached Special specifications	\$_____/ton	\$_____
122.	400 Tons	Pea Rock as per Attached Special specifications	\$_____/ton	\$_____
123.	50 Tons	Rice Rock as per Attached Special specifications	\$_____/ton	\$_____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Six - Griffin Road South to Dade County Line. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Hollywood, Dania Beach and Hallandale Beach.

GROUP 6A (ITEM 124), AGGREGATES

124.	50 Tons	#57 Rock as per Attached Special specifications	\$_____ /ton	\$_____
------	---------	--	--------------	---------

TOTAL GROUP 6A (ITEMS 116 - 124) \$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Six - Griffin Road South to Dade County Line. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Hollywood, Dania Beach and Hallandale Beach.

GROUP 6B (ITEMS 125 THRU 133), TOP SOILS - NON-STERILE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
125.	20 cu. yd.	Top Soil Mix 90/10 as per Attached Special specifications	\$_____/CU. YD.	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON		
126.	20 cu. yd.	Top Soil Mix 80/20 as per Attached Special specifications	\$_____/cu. yd.	\$_____
127.	150 cu. yd.	Top Soil 70/30 as per Attached Special specifications	\$_____/cu. yd.	\$_____
128.	700 cu. yd.	Top Soil Mix 50/50 as per Attached Special specifications	\$_____/cu. yd.	\$_____
129.	20 cu. yd.	Top Soil Mix 100% as per Attached Special specifications	\$_____/cu. yd.	\$_____
130.	20 cu. yd.	Ortona Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
131.	60 cu. yd.	Florida Lawn Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
132.	20 Tons	Mason Sand as per Attached Special specifications	\$_____/ton	\$_____
133.	1,050 Tons	Trap Sand #70 as per Attached Special specifications	\$_____/ton	\$_____
TOTAL GROUP 6B (ITEMS 125 - 133)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Six - Griffin Road South to Dade County Line. Florida Turnpike East to State Road A1A. See Attachment "B". Estimated quantities include requirements for Hollywood, Dania Beach and Hallandale Beach.

GROUP 6C (ITEMS 134 THRU 138), TOP SOILS – STERILIZED

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
134.	20 cu. yd.	Top Soil Material 90/10 sterilized as per Attached Special specifications	\$_____/CU. YD.	\$_____
135.	20 cu. yd.	Top Soil Mix 80/20 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
136.	20 cu. yd.	Top Soil 70/30 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
137.	20 cu. yd.	Nursery Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
138.	20 cu. yd.	Exotic Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____

TOTAL GROUP 6C (ITEMS 134 - 138)

\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed fourteen (14) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET

(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Seven - Miami-Dade County Line South to include NW 151 Street, US 27 East to US 441. See Attachment "B". Estimated quantities include requirements for Miami, Miami-Gardens and North Miami Beach

GROUP 7A (ITEMS 139 THRU 147), AGGREGATES

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE PER TON	TOTAL
139.	650 Tons	Road Rock - Crushed Limerock as per Attached Special specifications	\$_____/TON	\$_____
		ADDITIONAL CHARGE FOR DOUBLE CRUSH, IF REQUESTED \$_____/PER TON		
140.	210 Tons	Three-quarter inch Wash Rock as per Attached Special specifications	\$_____/ton	\$_____
141.	20 Tons	Fill as per Attached Special specifications	\$_____/ton	\$_____
142.	20 Tons	Stabilizer Material as per Attached Special specifications	\$_____/ton	\$_____
143.	900 Tons	Concrete Screenings as per Attached Special specifications	\$_____/ton	\$_____
144.	700 Tons	Crushed Limerock 70% as per Attached Special specifications	\$_____/ton	\$_____
145.	200 Tons	Pea Rock as per Attached Special specifications	\$_____/ton	\$_____
146.	20 Tons	Rice Rock as per Attached Special specifications	\$_____/ton	\$_____

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET

(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Seven - Miami-Dade County Line South to include NW 151 Street, US 27 East to US 441. See Attachment "B". Estimated quantities include requirements for Miami, Miami-Gardens and North Miami Beach

GROUP 7A (ITEM 147), AGGREGATES

147.	20 Tons	#57 Rock as per Attached Special specifications	\$ _____/ton	\$ _____
------	---------	--	--------------	----------

TOTAL GROUP 7A (ITEMS 139 - 147) \$ _____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

**BID SHEET
(Continued)**

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Seven - Miami-Dade County Line South to include NW 151 Street, US 27 East to US 441. See Attachment "B". Estimated quantities include requirements for Miami, Miami-Gardens and North Miami Beach

GROUP 7B (ITEMS 148 THRU 156), TOP SOILS - NON-STERILE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
148.	210 cu. yd.	Top Soil Mix 90/10 as per Attached Special specifications	\$_____/CU. YD.	\$_____
149.	20 cu. yd.	Top Soil Mix 80/20 as per Attached Special specifications	\$_____/cu. yd.	\$_____
150.	20 cu. yd.	Top Soil 70/30 Fill as per Attached Special specifications	\$_____/cu. yd.	\$_____
151.	300 cu. yd.	Top Soil Mix 50/50 as per Attached Special specifications	\$_____/cu. yd.	\$_____
152.	20 cu. yd.	Top Soil Mix 100% as per Attached Special specifications	\$_____/cu. yd.	\$_____
153.	20 cu. yd.	Ortona Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
154.	210 cu. yd.	Florida Lawn Sand as per Attached Special specifications	\$_____/cu. yd.	\$_____
155.	200 Tons	Mason Sand as per Attached Special specifications	\$_____/ton	\$_____
156.	20 Tons	Trap Sand #70 as per Attached Special specifications	\$_____/ton	\$_____
TOTAL GROUP 7B (ITEMS 148 - 156)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed three (3) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

Zone Seven - Miami-Dade County Line South to include NW 151 Street, US 27 East to US 441. See Attachment "B". Estimated quantities include requirements for Miami, Miami-Gardens and North Miami Beach

GROUP 7C (ITEMS 157 THRU 161), TOP SOILS – STERILIZED

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	DELIVERED PRICE	TOTAL
157.	20 cu. yd.	Top Soil Material 90/10 sterilized as per Attached Special specifications	\$_____/CU. YD.	\$_____
158.	20 cu. yd.	Top Soil Mix 80/20 sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
159.	20 cu. yd.	Top Soil 70/30 sterilized Fill as per Attached Special specifications	\$_____/cu. yd.	\$_____
160.	100 cu. yd.	Nursery Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
161.	20 cu. yd.	Exotic Mix sterilized as per Attached Special specifications	\$_____/cu. yd.	\$_____
TOTAL GROUP 7C (ITEMS 157 - 161)				\$_____

Delivery will be _____ calendar days after receipt of Purchase Order, not to exceed fourteen (14) days.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

BID SHEET
(Continued)

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

In accordance with Paragraph 8.5 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

E-MAIL ADDRESS: _____

Phone #: _____ **Federal Tax ID #:** _____

REMIT ADDRESS: _____

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM AGENCIES PARTICIPATING IN THIS CO-OP CONTRACT? YES _____ NO _____

NOTICES TO BIDDER:

BE SURE TO HAVE THE BID FORM SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

**OFFEROR'S
QUALIFICATION STATEMENT
BID NO. 2007-018**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
 (Purchasing Manager)

ADDRESS: 5790 Margate Blvd.
 Margate, FL 33063

CIRCLE ONE

SUBMITTED BY: _____ Corporation Partnership

NAME: _____ Individual Other

ADDRESS:

TELEPHONE NO.

FAX NO.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____ The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____

- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
10. State the name of the individual who will have personal supervision of the work:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of Florida County of _____

On this the ____ day of _____, 2006, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced
☐ DID take an oath, or ☐ DID NOT
take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized: _____

REFERENCE SHEET

In order to receive Bid Award Consideration on the proposed bid, it is a required that this sheet be completed and returned with your bid/proposal. This information may be used in determining the Bid Award for this project.

BIDDER (COMPANY NAME: _____)

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE: _____ FACSIMILE: _____

NUMBER OF YEARS IN BUSINESS: _____

ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. Company Name: _____

Address: _____ Phone: _____

Contact Person: _____ Title: _____

2. Company Name: _____

Address: _____ Phone: _____

Contact Person: _____ Title: _____

3. Company Name: _____

Address: _____ Phone: _____

Contact Person: _____ Title: _____

BID NO. 2007-018

CITY OF MARGATE

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder, if the bid is made by a Corporation, then by its Chief Officer. This document must be submitted with the bid.

STATE OF _____

ss

COUNTY OF _____

being first duly sworn, deposes and says that _____

residing at _____ and _____

residing at _____ and _____

residing at _____ (is/are)

the only person(s) with (him/them) in the delivery of the materials bid upon or the services performed under these specifications; that the said bid is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said work; that the said contract is on (his/their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the City of Margate is directly or indirectly interested therein.

BIDDER'S AUTHORIZED SIGNATURE: _____

Subscribed and sworn to before me this _____ day of _____, 2006

BID NO. 2007-018

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc. contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY MATERIAL SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: _____

DATE: _____

BID NO. 2007-018

**CITY OF MARGATE
STATEMENT OF NO BID**

**IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL RETURN THIS FORM TO
ADDRESS WHERE BID TO BE SUBMITTED:**

I/We have declined to bid on your proposal No.:2007-018

Bid Description: **AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT**

For the following reason:

- _____ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only.
(Explain reason below.)
- _____ 2. Insufficient time to respond to invitation.
- _____ 3. We do not offer this commodity/service or equivalent.
- _____ 4. Our product/service schedule would not permit us to perform.
- _____ 5. Unable to meet specifications.
- _____ 6. Unable to meet bonding requirements.
- _____ 7. Specifications unclear (Explain below).
- _____ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.
- If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ DATE _____
BID NO. 2007-018

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2006, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Bid Bond, Reference Sheet, Non-Collusion Affidavit, Drug-Free Workplace Form, Performance Bond, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments shall be totally complete and ready for final payment within _____ days from the date of Contract Commencement. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to appropriate remedies.

ARTICLE 4

CONTRACT SUM

1. THIS IS A LUMP SUM CONTRACT. CITY shall pay to CONTRACTOR the amount of \$_____ upon its determination that the project has been completed.
2. Payment shall be made at the Contract lump sum price. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within _____ calendar days after its approval.

2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
- d. Damage to the CITY or another contractor not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time
- f. Reasonable evidence that the work will not be completed within the Contract Time.
- g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST: CITY OF MARGATE, FLORIDA

BY: David McLean, Mayor

BY: Judith A. Kilgore, City Clerk

BY: Francis J. Porcella, City Manager

BY: Eugene M. Steinfeld, City Attorney

FOR CONTRACTOR:

ATTACHMENT "B"

LOCATIONS

AGGREGATES, TOP SOILS AND SAND, CO-OP CONTRACT

